## UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

GENLYTE THOMAS GROUP LLC,

Plaintiff/Counterclaim Defendant,

V.

Civil Action No. 05-CV-10945 WGY

ARCHITECTURAL LIGHTING SYSTEMS, a division of ARCH LIGHTING GROUP,

Defendant/Counterclaimant.

#### **DEFENDANT'S CERTIFICATION**

As required by paragraph 7 of the Final Judgment, Defendant Arch Lighting Group, Inc. ("ALS") hereby certifies that it has complied with paragraphs 7(a) and 7(b). As set forth in the accompanying Certification of Scott A. Davis, ALS had no inventory of product to destroy under paragraph 7(a) and has not inventory of products other than necessary for fulfillment of existing legally enforceable contracts pursuant to paragraph 8 of the Final Judgment. ALS has also notified its sales representatives that the MT2A, MT2B and MT1D products have been enjoined, are no longer available for sale, and are not be offered for sale. Therefore, ALS has complied with the Final Judgment.

Respectfully submitted,

Dated: March 7, 2007

s/ Brett N. Dorny Brett N. Dorny, BBO# 628,977 Law Office of Brett N. Dorny 386 West Main Street, Suite 12A Northborough, Massachusetts 01532 508-709-0501 bndorny@dornylaw.com Attorney for Defendant

## **CERTIFICATE OF SERVICE**

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent by mail to those indicated as non-registered participants on March 7, 2007.

s/ Brett N. Dorny
Brett N. Dorny

# IN THE UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

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Plaintiff/Counterclaim Defendant,

v.

ARCHITECTURAL LIGHTING SYSTEMS, a division of ARCH LIGHTING GROUP INC.,

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### **CERTIFICATION OF SCOTT A. DAVIS**

- I, Scott A. Davis, hereby declare as follows:
- I am president of Defendant Arch Lighting Group, Inc. ("ALS"). I make this certification as required by paragraph 7 of the Final Judgment entered by the Court on February 5, 2007. All statements are made from my personal knowledge.
- 2. In compliance with paragraph 7(a) of the Final Judgment, I certify has no inventory of MT2A, MT2B or MT1D products other than will be used to fulfill legally enforceable contracts in accordance with paragraph 8 of the Final Judgment. No products were destroyed because ALS does not maintain an inventory of such products. All existing MT2A, MT2B and MT1D products currently in the possession of ALS are designated for fulfillment of existing legally enforceable contracts.
- 3. ALS has not destroyed the MT2A, MT2B and MT1D products which were exhibits at the trial. These products will be maintained until the time to appeal has expired and/or all appeals have been exhausted.

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4. In compliance with paragraph 7(b) of the Final Judgment, following February 5, 2007, ALS began notifying all independent sales representatives who were currently involved in selling and offering to sell MulTMed products that the MT2A, MT2B and MT1D products had been enjoined, were no longer available for sale, and could not longer be offered for sale, both orally and by email. On March 1, 2007, I sent an email to all existing ALS independent sales agencies, whether or not involved in selling MulTMed products, informing them that the MT2A, MT2B and MT1D products had been enjoined, were no longer available for sale, and were not to be offered for sale.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 6th day of March, 2007.